

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

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Department of Industrial Relations

MASTER LABOR AGREEMENT

JAN 26 2005

Div. of Labor Statistics & Research  
Chief's Office

between

RODNEY A. HAMILTON, INC.

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12

This Agreement entered into this 1st day of October, 2004, by and between RODNEY A. HAMILTON, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

2. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

B. Parking: In the event free parking facilities are not available within three hundred fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

C. Drinking Water: The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

D. Jobsite Transportation: Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

E. Signing of Documents: Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the Immigration Naturalization Service. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement.

#### ARTICLE VIII General Savings Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined

starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in cases of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work, during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point (parking area), as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Jobsite Transportation:

a. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

7. Combination Mixer and Compressor Operators, on Guniting work shall be classified as Concrete Mobile Mixer Operator.

8. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals, by mechanical means (also by means of

hand signals on excavation work), directly to the Operator of hoisting equipment only.

9. When Operating Engineers are working with other trades or crafts, they shall be compensated on the same overtime conditions as the trade or craft they are working with.

10. Water Control:

a. A Dewatering System is a combination of one or more pumps of any type, size or motive power, including, but not limited to, wellpoint pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances powered by diesel, electric, gasoline, or any other type of motive power, to control water on any and all types of construction work.

b. During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement, however, a Pump Operator will not be required on the day shift, provided there are other operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second and third shifts unless full shifts are worked by second and third shift personnel.

c. When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.

N. Foreman:

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen, or Chief of Party, on a project, an Operating Engineer Foreman shall be employed at the rate of not less than One Dollar and fifty cents (\$1.50) per hour over the hourly rate of the highest Operating Engineer's classification under his supervision. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular operator is temporarily absent.

P. Subsistence:

1. In the subsistence area as hereafter defined in "Exhibit A", subject to the exceptions noted below, subsistence shall be paid at the rate of Thirty Dollars (\$30.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

a. The areas of China Lake Naval Reserve, Edwards Air Force Base, Vandenburg Air Base and Point Arguello are in the subsistence area.

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

a. Where the work performed on the job or project is located entirely within the free zone designated in "Exhibit A".

b. When the home of an employee, at the time a job is bid or commitment made on nonbid jobs, is located within the subsistence area and within a 30-mile radius of the center of the job or project, which is also located in the subsistence area.

c. Where subsistence is applicable, when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for days that work is discontinued.

4. Subsistence shall be paid at the rate of Thirty-Two Dollars (\$32.00) per day in the Counties of Inyo and Mono.

a. Where the home of an employee, at the time a job is bid or commitment is made on nonbid jobs, is located within a 50-mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

5. Subsistence, as provided in Paragraphs P-1 and P-2 hereof, shall be paid on jobs on the following off-shore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island (Channel Islands Monument)

6. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands, shall be paid travel time from the mainland to the island and return at the straight time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

7. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

8. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight time rate of pay.

9. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

10. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

11. Work performed under this Agreement in the subsistence area in San Diego County shall be in conformance with the Master Labor Agreement for Construction between the Union and the General Contractors Association.

12. Work performed under this Agreement in zone pay in the Counties of Clark, Esmeralda, Lincoln or Nye in Nevada shall be in conformance with the Nevada Master Labor Agreement for Construction between the Union and the Contractor Association.